

TRANSMISSION VERIFICATION REPORT

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## FACSIMILE TRANSMISSION

### Confidentiality Notice

The documents accompanying this telecopy transmission contain confidential information which is legally privileged. The information is intended only for the use of the recipient named above. If you have received this telecopy in error, please immediately notify us by telephone to arrange for return of the telecopied documents to us, and you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited.

**TO:** Jameson Joseph Watts

**FROM:** CHAD D. ELROD

**REGARDING:** Written Discovery to Bank of America, N.A. in 5:15-cv-00332-OLG  
Kreway v. Countrywide Bank, FSB, et al; In the Western District of  
Texas – San Antonio Division

**FAX #:** 713-651-2700

**TOTAL PAGES:** 67

**DATE:** July 9, 2015

**MESSAGE:**



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Attorneys at Law

2200 North Loop West, Suite 108  
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## **FACSIMILE TRANSMISSION**

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**MESSAGE:**



**CHAD D. ELROD**  
Partner  
chad@jacksonelrod.com

July 9, 2015

*Via facsimile: 713-651-2700*

Jameson Joseph Watts  
Winston & Strawn, LLP  
1111 Louisiana St., 25<sup>th</sup> Floor  
Houston, Texas 77002

Re: Written Discovery to Bank of America in 5:15-cv-00332-OLG Kreway v.  
Countrywide Bank, FSB, et al; In the Western District of Texas – San Antonio  
Division

Dear Mr. Watts,

Please find enclosed:

1. Plaintiff's First Set of Interrogatories to Bank of America;
2. Plaintiff's First Request for Production to Bank of America; and
3. Plaintiff's First Request for Admissions to Bank of America.

Should you have any questions or concerns, please contact me.

Regards,

**JACKSON & ELROD, LLP**

/s/ Chad D. Elrod

Chad D. Elrod

encl



### Definitions

The following definitions shall have the following meanings, unless the context requires otherwise:

1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
2. "You" or "your" means Defendant, Bank of America, N.A. (hereafter "BOA") and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.
3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."
4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendant's

possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.

5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim of privilege, and the specific basis on which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendants an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.

6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.

7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.

8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.

9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."

10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."

11. The use of the singular shall include the plural, and the use of the plural shall include the singular.

12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.

13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

14. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Bank of America, N.A. (hereafter "BOA") means BOA and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

## **INTERROGATORIES**

**INTERROGATORY NO. 1:** Name all member institutions of MERS for whom Stephen C. Porter had the authority to sign as an “assistant secretary” or “assistance vice president” or “vice president” for during 2009.

**ANSWER:**

**INTERROGATORY NO. 2:** Approximately how many Conveyances, Assignments or Releases of mortgages, deeds of trust, and/or mortgage notes were executed in the name of MERS on an average day during 2009 that contained the signature of Stephen C. Porter?

**ANSWER:**

**INTERROGATORY NO. 3:** What employment or agency role did Stephen C. Porter have in Mortgage Contracting Services, LLC, located at 6504 International Parkway, Plano, TX 75093, in years 2009 to 2011?

**ANSWER:**

**INTERROGATORY NO. 4:** State for what years Stephen C. Porter held the title of a MERS’ “Assistant Secretary,” identify the MERS’ corporate documents that authorized Mr. Porter to act as a MERS’ “Assistant Secretary” from 2009 to present, and state the job description for an “Assistant Secretary” of MERS.

**ANSWER:**

**INTERROGATORY NO. 5:** Did someone other than Stephen C. Porter sign or affix Mr. Porter’s signature to the November 11, 2009 Assignment? See Exhibit A, attached hereto. If yes, identify that person, their employer on November 11, 2009, and how such person had authority from Mr. Porter to sign Mr. Porter’s name.

**ANSWER:**

**INTERROGATORY NO. 6:** Did whoever signed or affixed the November 2009 Assignment of Deed of Trust with the signature of Stephen C. Porter do so with Stephen C. Porter’s knowledge? See Exhibit A, attached hereto. If yes, explain how Mr. Porter had such knowledge.

**ANSWER:**

**INTERROGATORY NO. 7:** Please give an employment history for Mortgage Electronic Registration Systems “Assistant Secretary” Stephen C. Porter, including but not limited to his Resume and or Curriculum Vitae.

**ANSWER:**

**INTERROGATORY NO. 8:** Please state whether or not Stephen C. Porter was attorney in fact for either the assignor or the assignee or both, and if he signed for the transaction with the



authorization from either or both parties to play the role of dual agent with regard to the November 11, 2009 assignment. See Exhibit A, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 9:** Describe in detail, in your own words, all circumstances, including the room it was signed in, surrounding the execution of the November 11, 2009 assignment. See Exhibit A, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 10:** How many persons were present when the November 11, 2009 assignment was signed? See Exhibit A, attached hereto. If other persons were present, state the names and current addresses of any witnesses to the signing of this document.

**ANSWER:**

**INTERROGATORY NO. 11:** When was the November 11, 2009 assignment prepared? Where was the subject document prepared? Was it prepared in its entirety at that time? See Exhibit A, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 12:** How many copies of the November 11, 2009 assignment were produced? See Exhibit A, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 13:** What are the names and current addresses of any witnesses to the signing of the November 11, 2009 assignment? See Exhibit A, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 14:** Name all member institutions of MERS for whom Bud Kamyabi had the authority to sign as an "assistant secretary" for during 2011.

**ANSWER:**

**INTERROGATORY NO. 15:** Approximately how many Conveyances, Assignments or Releases of mortgages, deeds of trust, and/or mortgage notes were executed in the name of MERS on an average day during 2011 that contained the signature of Bud Kamyabi?

**ANSWER:**

**INTERROGATORY NO. 16:** State for what years Bud Kamyabi held the title of a MERS' "Assistant Secretary," identify the MERS' corporate documents that authorized Mr. Porter to act as a MERS' "Assistant Secretary" from 2011 to present, and state the job description for an "Assistant Secretary" of MERS.

**ANSWER:**

**INTERROGATORY NO. 17:** Did someone other than Bud Kamyabi sign or affix Mr. Kamyabi's signature to the April 27, 2011 Assignment? See Exhibit M, attached hereto. If yes, identify that person, their employer on April 27, 2011, and how such person had authority from Mr. Kamyabi to sign Mr. Kamyabi's name.

**ANSWER:**

**INTERROGATORY NO. 18:** Did whoever signed or affixed the April 27, 2011 Assignment of Deed of Trust with the signature of Bud Kamyabi do so with Mr. Kamyabi's knowledge? See Exhibit M, attached hereto. If yes, explain how Mr. Kamyabi had such knowledge.

**ANSWER:**

**INTERROGATORY NO. 19:** Please give an employment history for Mortgage Electronic Registration Systems "Assistant Secretary" Bud Kamyabi, including but not limited to his Resume and or Curriculum Vitae.

**ANSWER:**

**INTERROGATORY NO. 20:** Please state whether or not Bud Kamyabi was attorney in fact for either the assignor or the assignee or both, and if he signed for the transaction with the authorization from either or both parties to play the role of dual agent with regard to the April 27, 2011 assignment. See Exhibit M, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 21:** Describe in detail, in your own words, all circumstances, including the room it was signed in, surrounding the execution of the April 27, 2011 assignment. See Exhibit M, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 22:** Where was the physical location that the April 27, 2011 assignment was signed at? See Exhibit M, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 23:** When was the April 27, 2011 assignment prepared? Where was the subject document prepared? Was it prepared in its entirety at that time? See Exhibit M, attached hereto.

**ANSWER:**

**INTERROGATORY NO. 24:** How many persons were present when the April 27, 2011 assignment was signed? See Exhibit M, attached hereto. If other persons were present, state the names and current addresses of any witnesses to the signing of this document.

**ANSWER:**

**INTERROGATORY NO. 25:** What are the names and current addresses of any witnesses to the signing of the April 27, 2011 assignment? See Exhibit M, attached hereto.

**ANSWER:**

Respectfully submitted,

**JACKSON & ELROD, LLP**

/s/ Chad D. Elrod

**Chad D. Elrod**

*Attorney in Charge*

Texas State Bar No. 24063917

2200 N. Loop W., Ste. 108

Houston, TX 77018

[chad@jacksonelrod.com](mailto:chad@jacksonelrod.com)

ATTORNEY FOR PLAINTIFF

RICHARD J. KREWAY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

**Jameson Watts,**  
Winston & Strawn, LLP  
1111 Louisiana, 25<sup>th</sup> Floor  
Houston, Texas 77002  
713-651-2600 Telephone  
713-651-2700 Facsimile  
jwatts@winston.com

*Attorney for Defendants*

/s/ Chad D. Elrod  
**CHAD D. ELROD**



### A. Instructions

1. Answer each request for documents separately by listing the documents and by describing them as defined below. If documents produced in response to this request are numbered for production, in each response provide both the information that identifies the document and the document's number.

2. For a document that no longer exists or that cannot be located, identify the document, state how and when it passed out of existence or could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document's existence or any facts about the lost document.

a. When identifying the document, you must state the following:

- (1) The nature of the document (e.g., letter, handwritten note).
- (2) The title or heading that appears on the document.
- (3) The date of the document and the date of each addendum, supplement, or other addition or change.
- (4) The identity of the author and of the signer of the document, and of the person on whose behalf or at whose request or direction the document was prepared or delivered.

b. When identifying the person, you must state the following:

- (1) The full name.
- (2) The present or last known residential address and residential telephone number.
- (3) The present or last known office address and office telephone number.
- (4) The present occupation, job title, employer, and employer's address.

### Definitions

The following definitions shall have the following meanings, unless the context requires otherwise:

1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
2. "You" or "your" means Defendant, Bank of America, N.A. (hereafter "BOA") and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees,

and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."

4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendants' possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.

5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document,

a statement of facts constituting the basis for any claim of privilege, and the specific basis on which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendant an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.

6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.

7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.

8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.

9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."

10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."

11. The use of the singular shall include the plural, and the use of the plural shall include the singular.

12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.

13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

14. "Subject Documents" refers to the November 11, 2009 assignment, attached hereto as "Exhibit A" and the April 27, 2011 Assignment, attached hereto as "Exhibit M".

15. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons



acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Bank of America, N.A. (hereafter "BOA") means BOA and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

### REQUESTS FOR PRODUCTION

1. All documents relating to Stephen C. Porter's authority to sign documents for any member of MERS.
2. All documents relating to the number of Conveyances, assignments, and releases that Stephen C. Porter signed on a daily basis during 2009.
3. All documents relating to any Texas Penal Code § 37.01(2) charges or civil complaints relating to Stephen C. Porter.
4. All documents relating to the number of Conveyances, assignments, and releases that Texas Notary Public Naomi B. Scott notarized on a daily basis during 2009.
5. All documents relating to Stephen C. Porter's authority to sign documents for Bank of America, N.A.
6. All documents relating to Bud Kamyabi's authority to sign documents for any member of MERS.
7. All documents relating to the number of Conveyances, assignments, and releases that Bud Kamyabi signed on a daily basis during 2011.
8. All documents relating to any Texas Penal Code § 37.01(2) charges or civil complaints relating to Bud Kamyabi.
9. All documents relating to the number of Conveyances, assignments, and releases that California Notary Public Irma Diaz notarized on a daily basis during 2011.
10. All documents relating to Bud Kamyabi's authority to sign documents for Bank of America, N.A.
11. All documents relating to MERS's policy regarding scanning or stamping signatures on Conveyances, assignments, and releases of mortgages on real property to be filed in the public record.
12. All documents relating to BOA's policy regarding scanning or stamping signatures on Conveyances, assignments, and releases of real property to be filed in the public record.
13. All documents relating to policies and practices are in place to protect the original obligor of the Promissory Note and Deed of Trust from the possibility of multiple recoveries, insofar as the Promissory Note and Deed of Trust were assigned multiple times to multiple parties.
14. All documents relating to the Job description of an "Assistant Secretary" of MERS.

15. All documents and organization charts relating to who has authority to direct the activities of Stephen C. Porter, and who Stephen C. Porter has authority over, with regard to the execution or mortgage related documents to be filed in public records.
16. All documents and organization charts relating to who has authority to direct the activities of Bud Kamyabi, and who Bud Kamyabi has authority over, with regard to the execution or mortgage related documents to be filed in public records.
17. All documents relating to MERS's policies on acknowledging signatures on Conveyances, assignments, and releases of mortgages of real property to be filed in the public record.
18. Any and all copies of that instrument which might have been executed as originals.
19. Any carbon copies of the original subject document.
20. Any computer disks or tapes on which the drafts of the subject document are stored.
21. Any meeting notes which would support the purported history of the subject document.
22. Any accounting papers or receipts which would support the purported facts or history of the subject document.
23. Blank examples of the standard forms on which the subject document was prepared.
24. These blank forms are to be examples from approximately the same time period as the subject document.
25. An example of any other document dated at approximately the same time as the subject document, and prepared on like paper stock.
26. An example of any other document dated at approximately the same time as the subject document, and prepared on the same computer printer.
27. An example of any other document dated at approximately the same time as the subject document, and prepared by the same typist.
28. An example of any other document copied on the same copy machine in use at the time that copies were made of the subject document.

29. Ten examples of the cursive handwriting of each person who wrote on the subject document. At least one of these examples is to be from normal-course-of-business writings, done at approximately the same time as the subject document.
30. Ten examples of the hand-printing of each person who wrote on the subject document. At least one of these examples is to be from normal course of business printing, done at approximately the same time period as the subject document.
31. Ten examples of the signature for each of the persons who signed on the subject document. At least one of these examples is to be a normal-course-of-business signature, done at approximately the same time period as the subject document.
32. An example of records similar to the subject records, kept by the same persons who prepared the subject records. (For example, in a medical records case, another chart kept by the same nurses and doctors at approximately the same time.)
33. All documents relating to the identity of the custodian of the records, including name, address and phone number that would show all entries regarding the flow of funds regarding the subject loan transaction prior to or after closing of the subject loan transaction. If this person does not have personal knowledge of the transaction, then please identify in like fashion the person who worked for your company and had custody of the accounting or bookkeeping registers or records identifying said flow of funds after or before the closing of the subject loan transaction. Flow of funds, means (a) any record of money received, (b) any record of money paid out and (c) any bookkeeping or accounting entry, general ledger and accounting treatment of the subject loan transaction at your company including but not limited to whether the subject loan transaction was ever entered into any category on the balance sheet at any time or times, whether any reserve for default was ever entered on the balance sheet, and whether any entry, report or calculation was made regarding the effect of this loan transaction on the capital reserve requirements of your company.
34. All documents relating to the name, business and residence address, business and residence telephone number, employer, title and job description for all persons who are believed or known by Defendant to have knowledge of any facts that establish that Defendant is the owner of the promissory note that is the subject of this foreclosure and specify the facts about which each person has knowledge.
35. All documents for the history of the mortgage loan, describing on whose behalf mortgage payments were collected and a full description of the disposition of collected mortgage payments specifying the applicable dates collection was made for each such person or entity and specifying the full legal name, address, and phone number of each such party and the applicable dates each such person or entity received the payments and further specify the full legal name, address, and phone number of each such party.

36. Produce all documents related to the job description and employment history for Mortgage Electronic Registration Systems Assistant Secretary Stephen C. Porter, including but not limited to his Resume and or Curriculum Vitae.
37. Produce all documents related to the job description and employment history for Mortgage Electronic Registration Systems Assistant Secretary Bud Kamyabi, including but not limited to his Resume and or Curriculum Vitae.
38. All Powers of Attorney for any person signing any of the documents requested herein; if such person signed as power-of-attorney holder.
39. Produce a copy of the notary registration book for any public notary who certified the signature of any person on any document produced in response to these requests.
40. Produce copies of front/back of all assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by Plaintiff to this obligation in this account from the inception of this account to the present date including any such assignment on the Mortgage Electronic Registration System (MERS).
41. Please identify each and every document you obtained or reviewed in connection with your taking assignment of the mortgage and specify for each such document whether you maintain the original or a copy thereof.
42. Produce copies of front/back of all assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by Plaintiff to this obligation in this account from the inception of this account to the present date including any such assignment on the Mortgage Electronic Registration System (MERS).
43. Please identify each and every document you obtained or reviewed in connection with your taking assignment of the mortgage and specify for each such document whether you maintain the original or a copy thereof.
44. All correspondence by and between any Defendants and any person or entity with regard to the subject mortgage loan.
45. All documents in your possession or available to you that establish that Stephen C. Porter, was attorney in fact for either the assignor or the assignee or both, and that he signed for the transaction with the authorization from either party or both parties to play the role of dual agent in the transaction.
46. All documents in your possession or available to you that establish that Bud Kamyabi, was attorney in fact for either the assignor or the assignee or both, and that he signed for the transaction with the authorization from either party or both parties to play the role of dual agent in the transaction.

47. All documents in your possession or available to you that establish that MERS can show proper receipt, possession, transfer, negotiation, assignment and ownership of the borrower's original promissory note along the chain of securitization, resulting in perfection of their security interests and claims.
48. All Powers of Attorney or corporate resolution related to the authority of any person signing any of the documents requested herein.
49. The notary registration book for any public notary who certified the signature of any person on any document referred to herein.
50. Produce all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
51. All written acknowledgments for the receipt of all documents executed by the Assignors and Assignees of the mortgage/Deed of Trust.

Respectfully submitted,

**JACKSON & ELROD, LLP**

/s/ Chad D. Elrod

**Chad D. Elrod**

*Attorney in Charge*

Texas State Bar No. 24063917

2200 N. Loop W., Ste. 108

Houston, TX 77018

[chad@jacksonelrod.com](mailto:chad@jacksonelrod.com)

ATTORNEY FOR PLAINTIFF  
RICHARD J. KREWAY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

**Jameson Watts,**  
Winston & Strawn, LLP  
1111 Louisiana, 25<sup>th</sup> Floor  
Houston, Texas 77002  
713-651-2600 Telephone  
713-651-2700 Facsimile  
jwatts@winston.com

*Attorney for Defendants*

/s/ Chad D. Elrod  
**CHAD D. ELROD**





## Definitions

The following definitions shall have the following meanings, unless the context requires otherwise:

1. "Plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, the party's agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with the party or under the party's control, whether directly or indirectly, including any attorney.
2. "You" or "your" means Defendant, Bank of America, N.A. (hereafter "BOA") and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.
3. The term "document" and any similar term are used in the broadest possible sense and shall include, but not be limited to, the following: any written, printed, typed, or other graphic matter of any kind or nature; any physical object or thing, animate or inanimate; all mechanical, magnetic or electrical sound recordings, or transcripts thereof; any retrievable data, files, information or statistics contained on any memory device or other information retrieval systems (whether encoded, taped or coded, electrostatically, electromagnetically or otherwise); and also without limitation, files, books, pamphlets, periodicals, agreements, correspondence, letters, telegrams, reports, plats, plans, drawings, maps, surveys, descriptions, charts, diagrams, graphs, blueprints, logs, take-offs, reproductions, films, photographs, motion pictures, video tapes, computer files, studies, proposals, working papers, notes, notebooks, ledgers, diaries, journals, or other books of account, photocopies, memoranda, interoffice communications, minutes, minutes of meetings, instructions, specifications, recordings, telephone call slips, transcripts of telephone conversations, financial statements, financial records, financial memoranda, purchase orders, bills of sale, invoices, bills of lading, receipts, notices, summaries, checks, compilations, work sheets, publications, and published or unpublished speeches or articles in the possession, custody, or control of Defendant wherever located. The terms "document" and "thing" or any other similar terms, shall also include any attachment thereto or enclosure therewith. The term "document" and any other similar term shall also include any and all data compilations from which information can be obtained. If a document has been prepared in several copies, or additional copies have been made, and the copies are not identical (or which, by reason of subsequent modification or notation, are no longer identical), then each non-identical copy is a separate "document."
4. With respect to any of the documents requested, should any such document be presently unavailable and/or if any such document is not presently in Defendant's possession, please identify each such document, including: (a) the type or character of the document (e.g., letter, memorandum, signed statement, notes, etc.); (b) the title, if any, of the document; (c) the name and address of the addressee of the document; (d) the names and addresses of all recipients of copies of the document; (e) all information contained in each such document; (f) the date and circumstance under which each such document ceased to be in Defendant's possession; (g) the reasons each such document was caused to, or happened to, cease to be in Defendant's

possession; (h) the time period during which each such document was maintained; (i) the location of each such document; and (j) the person or persons from whom each such document may be obtained, and having knowledge of such document (and state the substance of such knowledge) and of the circumstances under which each such document ceased to be in Defendant's possession, including their full name, present or last known business and home addresses (including street number, apartment number, city, state, and zip code), and business and home telephone numbers.

5. If there is a claim of privilege with respect to any documents requested, please identify every such document in your response and include in the identification a description of the document, the date of the document, the names of the addressee and the addressor, the identity of any person to whom a copy was given or communicated, the general subject matter of the document, a statement of facts constituting the basis for any claim of privilege, and the specific basis on which privilege is claimed. If any Request is deemed to call for disclosure of privileged or proprietary documents or things, Plaintiff is prepared to negotiate with Defendant an appropriate protective order concerning the terms and conditions under which privileged or proprietary documents or things may be protected from disclosure.

6. The words "relating to" and all permutations, when used in conjunction with any Request for a document or category of documents, mean embodying, recording, evidencing, summarizing, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying or otherwise discussing in any way a subject matter identified in a Request.

7. The words "communication" and "communications" include, without limitation, any oral communication, whether transmitted in meetings, by telephone, telegraphs, telex, telecopy, cable, tape recordings, internet or otherwise, and all written communications.

8. Any reference to a "person" includes a natural person, a partnership, a corporation, a limited liability company, an unincorporated association, a joint venture, a sole proprietorship or any other form of entity.

9. The word "or" is used in the inclusive sense; that is, the word "or" may be read as "and/or."

10. The words "any" and "every" are also used in the inclusive sense; that is, "any" may be read as "any and all," and "every" may be read as "every and all."

11. The use of the singular shall include the plural, and the use of the plural shall include the singular.

12. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession equal or superior to that of the person who has physical possession of the item.

13. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, handheld computer, electronic rolodex, walkie-talkie, or any combination of these devices.

14. Defendant, Countrywide Bank, FSB (hereafter "Countrywide") means Countrywide and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") means MERS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Countrywide Home Loans, Inc. (hereafter "Countrywide Home Loans") means Countrywide Home Loans and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, CWMBS, Inc., (hereafter "CWMBS") means CWMBS and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, The Bank of New York Mellon, (hereafter "Bank of New York") as Trustee for the CHL Mortgage Pass-through trust series 2007-21 (hereafter "Trust") means Bank of New York and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries. Defendant, Bank of America, N.A. (hereafter "BOA") means BOA and its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Defendant or its successors, predecessors, divisions, and subsidiaries.

### ADMISSION REQUESTS

- 1) Admit that MERS is not a "Servicer" under Texas Law and the Deed of Trust.
- 2) Admit that MERS is not a "Lender" as defined Deed of Trust in this case.
- 3) Admit that Stephen C. Porter was attorney in fact for both the assignor and the assignee as identified in "Exhibit A" attached to these requests.
- 4) Admit that Stephen C. Porter signed "Exhibit A" attached to these requests without any form of authorization from both the assignor and the assignee identified in "Exhibit A" attached to these requests.
- 5) Admit that the note and deed of trust the subject of this case were assigned multiple times to multiple parties since the origination of the loan.
- 6) Admit that no valid Power of Attorney document existed granting Stephen C. Porter authority to act for MERS at the time "Exhibit A" attached to these requests was signed.
- 7) Admit that no valid MERS' Corporate Resolution existed granting Stephen C. Porter authority to act for MERS at the time "Exhibit A" attached to these requests was signed.
- 8) Admit that no notary registration book for the public notary who notarized the signature of Stephen C. Porter "Exhibit A" attached to these requests exists in the present day.
- 9) Admit that Naomi B. Scott signed as a notary over five hundred (500) documents relating to conveyances, assignments, and releases of mortgages on a daily basis in the year 2009.
- 10) Admit that Stephen C. Porter's name was being signed over five hundred (500) times a day in the year 2009 on documents relating to conveyances, assignments, and releases of mortgages.
- 11) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment (Exhibit A attached hereto) was stamped.
- 12) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment (Exhibit A attached hereto) was scanned.
- 13) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the November 11, 2009 Assignment (Exhibit A attached hereto).
- 14) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit B" to these requests.
- 15) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit C" to these requests.

- 16) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit D" to these requests.
- 17) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit E" to these requests.
- 18) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit F" to these requests.
- 19) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit G" to these requests.
- 20) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit H" to these requests.
- 21) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit I" to these requests.
- 22) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit J" to these requests.
- 23) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit K" to these requests.
- 24) Admit that an individual other than Stephen C. Porter signed or affixed Stephen C. Porter's signature on the assignment attached as "Exhibit L" to these requests.
- 25) Admit that Texas Notary Public, Naomi B. Scott, was not in the same room at the same time as Stephen C. Porter when Mr. Porter's signature was signed or affixed to the November 11, 2009 Assignment of Deed of Trust. See Exhibit A, attached hereto.
- 26) Admit that Stephen C. Porter is now an employee of Bank of America, N.A.
- 27) Admit that Stephen C. Porter is now legal counsel for Bank of America, N.A.
- 28) Admit that Stephen C. Porter was an employee of Bank of America, N.A. on November 11, 2009.
- 29) Admit that Stephen C. Porter was legal counsel for Bank of America, N.A. on November 11, 2009.
- 30) Admit that Stephen C. Porter is now an employee or agent of Mortgage Electronic Registration Systems, Inc.
- 31) Admit that Stephen C. Porter was an employee or agent of Mortgage Electronic Registration Systems, Inc. on November 11, 2009.

- 32) Admit that Stephen C. Porter's signature that appears on the November 11, 2009 Assignment of Mortgage as an "Assistant Secretary" was affixed by a person not Stephen C. Porter.
- 33) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the June 6, 2011, Assignment of Deed of Trust. See Exhibits A & C, attached hereto.
- 34) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the March 19, 2009 Assignment of Deed of Trust. See Exhibits A & D, attached hereto.
- 35) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the April 23, 2008 Assignment of Deed of Trust. See Exhibits A & E, attached hereto.
- 36) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the April 1, 2008 Assignment of Deed of Trust. See Exhibits A & F, attached hereto.
- 37) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the November 11, 2009 Assignment of Deed of Trust. See Exhibits A & G, attached hereto.
- 38) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the February 22, 2010 Assignment of Deed of Trust. See Exhibits A & H, attached hereto.
- 39) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the February 5, 2010 Assignment of Deed of Trust. See Exhibits A & I, attached hereto.
- 40) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the June 23, 2009 Assignment of Deed of Trust. See Exhibits A & J, attached hereto.

- 41) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the October 5, 2009 Assignment of Deed of Trust. See Exhibits A & K, attached hereto.
- 42) Admit that the signature of Stephen C. Porter on the November 11, 2009 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Stephen C. Porter as "Attorney-in-fact" on the March 24, 2010 Assignment of Deed of Trust. See Exhibits A & L, attached hereto.
- 43) Admit that the person who signed the November 11, 2009 Assignment did not have authority from Stephen C. Porter to sign it. See Exhibit A, attached hereto.
- 44) Admit that the party who signed January 12, 2011 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit B, attached hereto.
- 45) Admit that the party who signed June 6, 2011 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit C, attached hereto.
- 46) Admit that the party who signed March 19, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit D, attached hereto.
- 47) Admit that the party who signed the April 23, 2008 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit E, attached hereto.
- 48) Admit that the party who signed the April 1, 2008 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit F, attached hereto.
- 49) Admit that the party who signed the November 11, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit G, attached hereto.
- 50) Admit that the party who signed the February 22, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit H, attached hereto.
- 51) Admit that the party who signed the February 5, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit I, attached hereto.
- 52) Admit that the party who signed June 23, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit J, attached hereto.
- 53) Admit that the party who signed October 5, 2009 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit K, attached hereto.
- 54) Admit that the party who signed March 24, 2010 Assignment of Deed of Trust did not have authority from Stephen C. Porter to sign it. See Exhibit L, attached hereto.

- 55) Admit that Stephen C. Porter did not have the final authority to decide which conveyances, assignments, and releases he signed on MERS' behalf in year 2009.
- 56) Admit that Bud Kamyabi was attorney in fact for both the assignor and the assignee as identified in "Exhibit M" attached to these requests.
- 57) Admit that Bud Kamyabi signed "Exhibit M" attached to these requests without any form of authorization from both the assignor and the assignee identified in "Exhibit M" attached to these requests.
- 58) Admit that no valid Power of Attorney document existed granting Bud Kamyabi authority to act for MERS at the time "Exhibit M" attached to these requests was signed.
- 59) Admit that no valid MERS' Corporate Resolution existed granting Bud Kamyabi authority to act for MERS at the time "Exhibit M" attached to these requests was signed.
- 60) Admit that no notary registration book for the public notary who notarized the signature of Bud Kamyabi "Exhibit M" attached to these requests exists in the present day.
- 61) Admit that Irma Diaz signed as a notary over five hundred (500) documents relating to conveyances, assignments, and releases of mortgages on a daily basis in the year 2011.
- 62) Admit that Bud Kamyabi's name was being signed over five hundred (500) times a day in the year 2011 on documents relating to conveyances, assignments, and releases of mortgages.
- 63) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment (Exhibit M attached hereto) was stamped.
- 64) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment (Exhibit M attached hereto) was scanned.
- 65) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the April 27, 2011 Assignment (Exhibit M attached hereto).
- 66) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit N" to these requests.
- 67) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit O" to these requests.
- 68) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit P" to these requests.
- 69) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit Q" to these requests.
- 70) Admit that an individual other than Bud Kamyabi signed or affixed Bud Kamyabi's signature on the assignment attached as "Exhibit R" to these requests.



- 71) Admit that California Notary Public, Irma Diaz, was not in the same room at the same time as Bud Kamyabi when Bud Kamyabi's signature was signed or affixed to the April 27, 2011 Assignment of Deed of Trust. See Exhibit M, attached hereto.
- 72) Admit that Bud Kamyabi is now an employee of Bank of America, N.A.
- 73) Admit that Bud Kamyabi was an employee of Bank of America, N.A. on April 27, 2011.
- 74) Admit that Bud Kamyabi is now an employee or agent of Mortgage Electronic Registration Systems, Inc.
- 75) Admit that Bud Kamyabi was an employee or agent of Mortgage Electronic Registration Systems, Inc. on April 27, 2011.
- 76) Admit that Bud Kamyabi's signature that appears on the April 27, 2011 Assignment of Mortgage as an "Assistant Secretary" was affixed by a person not Bud Kamyabi.
- 77) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the March 12, 2012 Assignment of Deed of Trust. See Exhibits M & N, attached hereto.
- 78) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 2011 Assignment of Deed of Trust. See Exhibits M & O, attached hereto.
- 79) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & P, attached hereto.
- 80) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & Q, attached hereto.
- 81) Admit that the signature of Bud Kamyabi on the April 27, 2011 Assignment of Mortgage as "Assistant Secretary" of MERS was signed or affixed by the same person that signed or affixed the signature of Bud Kamyabi as "Assistant Secretary" on the April 27, 2011 Assignment of Deed of Trust. See Exhibits M & R, attached hereto.
- 82) Admit that the person who signed the April 27, 2011 Assignment did not have authority from Bud Kamyabi to sign it. See Exhibit M, attached hereto.

- 83) Admit that the party who signed the March 12, 2012 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit N, attached hereto.
- 84) Admit that the party who signed the April 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit O, attached hereto.
- 85) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit P, attached hereto.
- 86) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit Q, attached hereto.
- 87) Admit that the party who signed the April 27, 2011 Assignment of Deed of Trust did not have authority from Bud Kamyabi to sign it. See Exhibit R, attached hereto.
- 88) Admit that MERS was never the transferee of the promissory note or deed of trust the subject of this litigation for actual valuable consideration.
- 89) Admit that MERS in this case is not a "mortgagee" under Texas Law.
- 90) Admit that Bank of America, N.A. does not have authority to act as agent for MERS.
- 91) Admit that MERS does not have authority to act as agent for Bank of America, N.A.
- 92) Admit that Bud Kamyabi did not have the final authority to decide which conveyances, assignments, and releases he signed on MERS's behalf in year 2011.

Respectfully submitted,

**JACKSON & ELROD, LLP**

/s/ Chad D. Elrod

**Chad D. Elrod**

*Attorney in Charge*

Texas State Bar No. 24063917

2200 N. Loop W., Ste. 108

Houston, TX 77018

[chad@jacksonelrod.com](mailto:chad@jacksonelrod.com)

ATTORNEY FOR PLAINTIFF  
RICHARD J. KREWAY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated on July 9, 2015 to the following via facsimile.

**Jameson Watts,**  
Winston & Strawn, LLP  
1111 Louisiana, 25<sup>th</sup> Floor  
Houston, Texas 77002  
713-651-2600 Telephone  
713-651-2700 Facsimile  
jwatts@winston.com

*Attorney for Defendants*

/s/ Chad D. Elrod  
**CHAD D. ELROD**

94

ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20090031412411  
Investor/Loan Type: Conventional

Date of Assignment: Effective September 22, 2009  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee: BAC HOME LOANS SERVICING, L.P. FORMERLY KNOWN AS COUNTRYWIDE  
HOME LOANS SERVICING LP



Assignee's Mailing Address: 7103 CORPORATE DRIVE  
(including county) PTX-B-35  
PLANO, TX 75024

NOTE and DEED OF TRUST--

Maker/Grantor: RICHARD JOHN KREWAY  
Date: November 09, 2007  
Original Amount: \$ 1,275,000.00  
Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS



Trustee: G. TOMMY BASTIAN  
Recording Information: VOLUME 13215, PAGE 1900  
(including county) (BEXAR)

Property (including any improvements) Subject to Deed of Trust:  
LOT 92, BLOCK 2, SUMMERGLEN UNIT 1A (PLANNED UNIT DEVELOPMENT), BEXAR COUNTY, TEXAS,  
ACCORDING TO PLAT RECORDED IN VOLUME 9550, PAGE 191, DEED AND PLAT RECORDS, BEXAR  
COUNTY, TEXAS.

After Recording Return To:  
Barrett Dattin Frappier Turner & Engel, LLP  
15000 Surveyor Blvd., Suite 100  
Addison, TX 75001  
Attn: NDeX Title Services, LLC



ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20090031412411  
Investor/Loan Type: Conventional

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Stephen C. Porter, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this NOV 11 2009 day of \_\_\_\_\_, 2009.

My Commission Expires: \_\_\_\_\_

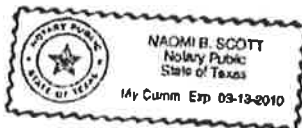
Notary Public Signature

Printed Name of Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO BDFTE, L.L.P.  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT.rpt - (04/24/08) / Ver-05

Page 2 of 2



Doc# 20090224840 Fees: \$24.00  
11/18/2009 11:28AM # Pages 3  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICHOFF COUNTY CLERK

Any person who signs up to sell, or the sale, or use of the described real  
property because of record issued and done: Several under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was Filed in the Public Records on  
this date and at the time stamped herein by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas.

NOV 19 2009



*Gerard Richoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

20110025073  
01/18/2011, RP1 \$16.00

1 16  
angn  
F  
Prepared by, and upon recording please return to:  
**Barrett, Daffin, Frappier, Turner and Engel, LLP**  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001

BDFTE No.: 20110031400032  
Loan Type: EQUITY

## ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, receipt of which is acknowledged, Mortgage Electronic Registration Systems, Inc., as nominee for the lender, its successor and assigns, PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, and existing under the law of Delaware, mortgagee of record of that one certain loan agreement evidenced by a promissory note and security instrument or deed of trust dated 09/03/2008 (the "Loan Agreement"), in the amount of \$172,000.00, made or granted by J. SAM LAKEY AND LEESA S. LAKEY (Borrower) and recorded as CLERK'S FILE NO. 20080518859, in the official real property records of HARRIS County, Texas, GRANTS, ASSIGNS, AND TRANSFERS all rights accrued and to accrue under said Loan Agreement to BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP, 7105 CORPORATE DRIVE, PTX-B-35 PLANO, TX 75024. 200

Describing land therein: BEING LOT 6, BLOCK 31 OF SAND CREEK VILLAGE, SECTION ONE (1), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 295, PAGE 13, MAP RECORDS, HARRIS COUNTY, TEXAS. D 107

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC., AS NOMINEE FOR LENDER AND LENDERS  
SUCCESSORS AND ASSIGNS

Executed on JAN 12 2011 to be  
effective on: December 24, 2010

By: \_\_\_\_\_  
Stephen C. Porter, Assistant Secretary

## CORPORATE ACKNOWLEDGEMENT

State of Texas)  
County of Dallas)

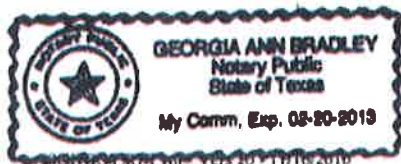
Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, Assistant Secretary, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and on behalf of said corporation acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this JAN 12 2011 day of January, 2011.  
My Commission Expires: 2/20/13

Georgia Ann Bradley  
Notary Public Signature

Georgia Ann Bradley

Printed Name of Notary Public



ASSG20110031400032

HOLD FOR BDF ✓

EXHIBIT

B

2521-42-S&G ES

FILED

2011 JAN 18 PM 2:01

*Stan Stuart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

JAN 18 2011



*Stan Stuart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



20110237997  
06/10/2011 RP1 \$16.00

Prepared by, and upon recording please return to:  
**Barrett, Daffin, Frappier, Turner and Engel, LLP**  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001

BDFTE No.: 20110031404338  
Loan Type: Conventional

## ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, receipt of which is acknowledged, BANK OF AMERICA, N.A. the mortgagee of record of that one certain loan agreement evidenced by a promissory note and security instrument or deed of trust dated 09/26/2007 (the "Loan Agreement"), in the amount of \$384,820.00, made or granted by JOHN ADENIRAN (Borrower) and recorded as CLERK'S FILE NO. 20070614716, in the official real property records of HARRIS County, Texas, GRANTS, ASSIGNS, AND TRANSFERS all rights accrued and to accrue under said Loan Agreement to BAC HOME LOANS SERVICING, LP, 7105 CORPORATE DRIVE, PTX-B-35 PLANO, TX 75024.

Describing land therein: LOT 33 BLOCK 2 OF FALL CREEK, SECTION TEN (10), A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 541135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

BANK OF AMERICA, N.A.

Executed on JUN 06 2011 to be  
effective on: May 16, 2011

By  
Stephen C. Porter, Attorney-in-Fact

## CORPORATE ACKNOWLEDGEMENT

State of Texas §

County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, Attorney-in-Fact of BANK OF AMERICA, N.A., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and on behalf of said corporation acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this JUN 06 2011 day of JUN 06 2011, 2011.

My Commission Expires:

2/20/13

Notary Public Signature

Georgia Ann Bradley

Printed Name of Notary Public



ASGNDOT RPT.rpt - Ver 21 - 01/27/2011

HOLD FOR BDF ✓



ASSG20110031404338



RP 077-66-1379

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas.

JUN 10 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS,

2011 JUN 10 PM 2 18

FILED

Recording requested by:  
SERVICELINK, A DIVISION OF CHICAGO  
TITLE INSURANCE COMPANY

When Recorded Mail To:  
NDE's West, L.L.C.  
16000 Surveyor Boulevard, Suite 600  
Addison, Texas 75001-9013



ASSG20090134001964



INYO, County Recorder  
MARY A. ROPER Co Recorder Office  
DOC- 2009-0000767-00  
Check Number 00040  
Wednesday, APR 01, 2009 10:21:59  
MIC \$1.00:621 \$0.00:REC \$0.00  
EVE \$1.00:657 \$1.00:  
TL Pd \$0.00 Nbr-0000070835  
DMD/R1/1-1

Trustee Sale No.: 20090134001964 Title Order No.: 100004

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HIS ASSET SECURITIZATION CORPORATION TRUST 2007-11B2 all beneficial interest under that certain Deed of Trust dated 10/26/2006, executed by \_\_\_\_\_ as Trustor to CHICAGO TITLE INSURANCE COMPANY, Trustee, and Recorded on 11/30/2006 as Instrument No. 2006-0004926 of Official Records in the County Recorder's office of INYO County, California. Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ABOVE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated **MAR 19 2009**

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. AS  
NOMINEE FOR DECISION ONE  
MORTGAGE COMPANY, LLC

*Stephen C. Porter* Assistant Secretary

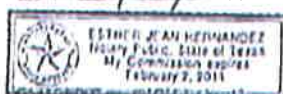
State of **Texas)**  
County of **Dallas)**

Before me, *Esther Jean Hernandez* the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, L.L.C., a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of MAR, 2009

My Commission Expires:

3/2/2011



*Esther Jean Hernandez*  
Notary Public Signature

*Esther Jean Hernandez*  
Printed Name of Notary Public

Page 1 of 1



2

Recording requested by:  
NORTH AMERICAN TITLE COMPANY,  
California

When Recorded Mail To:  
NDEX West, L.L.C.  
15000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001-9013

08/01/08  
20080768150

ASSG20080161902332

Specimens of this form for recorders use only

Trustee Sale No.: 20080161902332 Title Order No.: 11A8602

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MASTR ASSET BACKED SECURITIES TRUST LHS 2005-WMCA all beneficial interest under this certain Deed of Trust dated 04/27/2006, executed Trustor to WESTWOOD ASSOCIATES, Trustee, and Recorded on 05/04/2006 as Instrument No. 06 0979081 of Official Records in the County Recorder's Office of LOS ANGELES County, California. Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ABOVE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated

APR 23 2008

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., AS NOMINEE FOR LENDER  
AND LENDERS SUCCESSORS AND ASSIGNS

State of Texas )  
County of Dallas )

Stephen C. Porter, Assistant Secretary

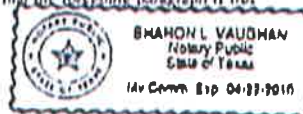
On APR 23 2008 before me, Sharon L. Vaughan, Notary Public, personally appeared Stephen C. Porter, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(If signed and notarized in California):

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Real)



My commission expires: APR 22 2010  
CAABONDOT.net - (01/25/01) / Ver.1.2

Page 1 of 1



Recording requested by:  
LandAmerica United Title Company- CA

When Recorded Mail To:  
NDE's West, L.L.C.  
16000 Surveyor Boulevard, Suite 500  
Addison, Texas 75001-9013

Recorded in Official Records, County of San Bernardino



**LARRY WALKER**  
Auditor/Controller - Recorder

4/14/2008  
4:15 PM  
MA

880 United Title Co. T80

Doc#: 2008-0165131

Title: 1 Pages: 1



Fees: 11.00  
Taxes: 0.00  
Other: 0.00  
FKU: 011.00



A55G20080134002905

Space above this line for Recorder's use only

Trustee Sale No.: 20080134002905 Title Order No.: 20081762

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE TRUST AGREEMENT FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST, SERIES 2004-6 all beneficial interest under that certain Deed of Trust dated 01/23/2004, executed by \_\_\_\_\_ as Trustor to T.D. SERVICE COMPANY, Trustee, and recorded on 01/06/2004 as Instrument No. 2004-0092490 of Official Records in the County Recorder's office of SAN BERNARDINO County, California. Describing land therein AS DESCRIBED IN THE DEED OF TRUST MENTIONED ABOVE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated

APR 01 2008

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC. AS NOMINEE FOR LENDER AND LENDERS  
SUCCESSORS AND ASSIGNS

Stephen C. Porter, Assistant Secretary

State of Texas)  
County of Dallas)

APR 01 2008

On \_\_\_\_\_ before me, Daniel Trevino, Notary Public, personally appeared Stephen C. Porter, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(If signed and notarized in California):

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature] (Real)



My commission expires: 1.3.11

CAASUNDOT 01.01/0501/Ver.13

Page 1 of 1





94

ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20090031412411  
Investor/Loan Type: Conventional

Date of Assignment: Effective September 22, 2009  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee: BAC HOME LOANS SERVICING, L.P. FORMERLY KNOWN AS COUNTRYWIDE  
HOME LOANS SERVICING LP



LT1-81-20090224640-1

Assignee's Mailing Address: 7105 CORPORATE DRIVE  
(including county) PTX-B-35  
PLANO, TX 75024

NOTE and DEED OF TRUST--

Maker/Grantor: RICHARD JOHN KREWAY  
Date: November 09, 2007  
Original Amount: \$ 1,275,000.00  
Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee: G. TOMMY BASTIAN  
Recording Information: VOLUME 13215, PAGE 1900  
(including county) (BEXAR)



LT2-14262-1875-3

Property (including any improvements) Subject to Deed of Trust:  
LOT 92, BLOCK 2, SUMMERGLEN UNIT 1A (PLANNED UNIT DEVELOPMENT), BEXAR COUNTY, TEXAS,  
ACCORDING TO PLAT RECORDED IN VOLUME 9550, PAGE 191, DEED AND PLAT RECORDS, BEXAR  
COUNTY, TEXAS.

After Recording Return To:  
Barrett Dattin Frappier Turner & Engel, LLP  
15000 Surveyor Blvd., Suite 100  
Addison, TX 75001  
Attn: NDeX Title Services, LLC



ASSG20090031412411



ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20090031412411  
Investor/Loan Type: Conventional

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Stephen C. Porter, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this NOV 11 2009 day of \_\_\_\_\_, 2009.

My Commission Expires:

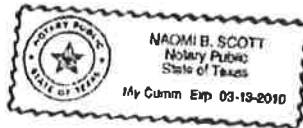
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO BDFTE, LLP  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT rpt - (04/24/08) / Ver-05

Page 2 of 2



Doc# 2889022484# Fee: \$24.00  
11/18/2009 11:28AM # Pages 3  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Any provision herein which rests on the title, or use of the described real  
property because of race or sex and is unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was filed in file number sequence on  
this date and at the time stamped herein by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas.

NOV 19 2009



*Gerard Rickhoff*  
COUNTY CLERK, BEXAR COUNTY, TEXAS



Doc# 2010008326

ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20100187403798  
Investor/Loan Type: FNMA  
LN: XXXXXXXXXX 2E

Date of Assignment: Effective January 22, 2010.  
Assignor: JPMORGAN CHASE BANK, N.A.

Assignee: CHASE HOME FINANCE, LLC

Assignee's Mailing Address: 3415 VISION DR.  
(including county) COLUMBUS, OH 43219

NOTE and DEED OF TRUST--

Maker/Grantor: FAITH COLEMAN  
ANTHONY JONES  
Date: January 28, 2008  
Original Amount: \$ 375,250.00  
Payee: RESOURCE LENDING GROUP

Trustee: THOMAS F VETTERS

Recording Information: CLERK'S FILE NO. 2008006146  
(including county) (BRAZORIA)

Property (including any improvements) Subject to Deed of Trust:

LOT EIGHTEEN (18), BLOCK ONE (1), FINAL PLAT OF SOUTHERN TRAILS, PHASE I, SECTION 3, A  
SUBDIVISION IN BRAZORIA COUNTY, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2005,  
PAGE 42725 OF THE MAP RECORDS OF BRAZORIA COUNTY, TEXAS.



ASSG20100187403798

PREPARED BY AND AFTER RECORDING RETURN TO BDFTE, LLP  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001



ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20100187403798  
Investor/Loan Type: FNMA

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

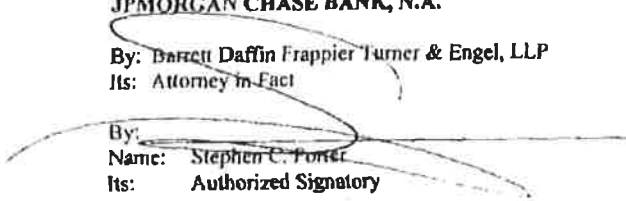
WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

JPMORGAN CHASE BANK, N.A.

By: Barrett Daffin Frappier Turner & Engel, LLP  
Its: Attorney in Fact

By:   
Name: Stephen C. Porter  
Its: Authorized Signatory

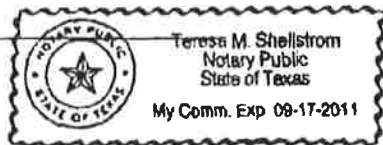
CORPORATE ACKNOWLEDGMENT


State of Texas §  
County of Dallas §

Before me, Teresa M. Shellstrom, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the authorized signatory of Barrett Daffin Frappier Turner & Engel, LLP, as Attorney in-Fact for JPMORGAN CHASE BANK, N.A., a National Banking Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this FEB 22 2010, 2010.

My Commission Expires:



  
Notary Public Signature

Teresa M. Shellstrom  
Printed Name of Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO: BDFTE, LLP  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

Doc# 2010008326  
# Pages 2  
03/03/2010 4:09PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$20.00

*George Hedman*

**ASSIGNMENT OF NOTE  
AND DEED OF TRUST**

BDITE No. 120100031400633  
Investor/Loan Type: PHLMC

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated, and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS**

BY: \_\_\_\_\_

ITS: Stephen C. Porter, Assistant Secretary

**CORPORATE ACKNOWLEDGMENT**

State of Texas §  
County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5 day of February 2010.

My Commission Expires:

Notary Public Signature

Printed Name of Notary Public



PREPARED BY AND AFTER RECORDING RETURN TO: BDITE, 112  
15001 Science Boulevard, Suite 100, Addison, Texas 75001

ANDNOTES - (01/14/2010) V.1.01

Page 2 of 3



718

Recording requested by:  
LPS Default Title & Closing

When Recorded Mail To:  
NDEs West, L.L.C.  
15000 Surveyor Boulevard, Suite 500  
Addicks, Texas 75001-9013



ASSG20090182300724

DOC # 2009-0334829  
06/30/2009 08:00A Fee:12.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry U. Uerd  
Assessor, County Clerk & Recorder



S	R	U	PAGE	TYPE	DA	MISC	LONG	RFD	COPY
1					1				
N	A	L	485	426	PCOR	NCOR	BMF	NCHG	EXAM
							CTY	UNI	042

Trustee Sale No : 20090182300724 Title Order No: 090403871

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to BANC OF AMERICA, N.A. all beneficial interest under that certain Deed of Trust dated 07/14/2006, executed by PRLAP, INC, Trustee, and Recorded on 07/20/2006 as Instrument No. 2006-0532236 of Official Records in the County Recorder's office of RIVERSIDE County, California. Describing land therein: AS DESCRIBED IN DEED OF TRUST MENTIONED ABOVE.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated

JUN 23 2009

BANK OF AMERICA, N.A.

Stephen C. Porter, Attorney-in-Fact

State of Texas)  
County of Dallas)

Before me, Esther Jean Hernandez, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Attorney-in-Fact of BANC OF AMERICA, N.A., a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this JUN 23 2009 day of 2009.

My Commission Expires:  
2/2/2011

Notary Public Signature

Printed Name of Notary Public



20090499580  
11/03/2009 RP3 \$20.00

*Copy 2*  
**ASSIGNMENT OF NOTE  
AND DEED OF TRUST**

BIDFTE No.: 20090031411837  
Investor/Loan Type: FNMA

Date of Assignment: Effective September 16, 2009  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee: BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE  
HOME LOANS SERVICING LP *See*

Assignee's Mailing Address: 7105 CORPORATE DRIVE  
(Including county) PTX-B-35  
PLANO, TX 75024

**NOTE and DEED OF TRUST--**

Maker/Guarantor: JORGE JUAREZ

Date: June 30, 2004

Original Amount: \$ 113,729.00

Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee: RANDALL C. PRESENT

Recording Information: CLERK'S FILE NO. X767177  
(Including county) (HARRIS)

Property (including any improvements) Subject to Deed of Trust:

LOT 25, BLOCK 2, SONOMA RANCH, SEC 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO  
THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 344014 OF THE MAP RECORDS OF HARRIS  
COUNTY, TEXAS. *D*

After Recording Return To:  
Barrett Daffin Freppier Turner & Engel, LLP  
15000 Surveyor Blvd., Suite 100  
Addison, TX 75001  
Attn: NDeX Title Services, LLC



ASSC20090031411837



ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20090031411837  
Investor/Loan Type: FNMA

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

BY: \_\_\_\_\_

ITS: Stephen C. Porter, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this 5 day of Oct, 2009.

My Commission Expires:

Notary Public Signature



Name of Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO: BDFTE, L.L.P.  
15900 Surveyor Boulevard, Suite 101, Addison, Texas 75001

FILED

2009 NOV -3 AM 10:25

*Kenneth E. Rhymer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the number sequence on the date and at the  
chapter shown by me, and was duly RECORDED in the Official Public Records of Real Property of Harris  
County Texas on

NOV - 3 2009



*Kenneth E. Rhymer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP 058-56-0186



24-16



ASSIGNMT 2010028392  
3 PGS

**ASSIGNMENT OF NOTE  
AND DEED OF TRUST**

BDFTE No.: 20100031405595  
Investor/Loan Type: FHLMC

Date of Assignment: Effective February 23, 2010  
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Assignee: BAC HOME LOANS SERVICING, LP FORMERLY KNOWN AS COUNTRYWIDE  
HOME LOANS SERVICING LP

Assignee's Mailing Address: 7105 CORPORATE DRIVE  
(including county) PTX-B-35  
PLANO, TX 75024

**NOTE and DEED OF TRUST-**

Maker/Grantor: SHERY LIVINGSTON-WILLIAMS  
SHERYL LIVINGSTON-WILLIAMS  
JON WILLIAMS  
Date: September 14, 2007  
Original Amount: \$ 142,916.00  
Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

Trustee: SCOTT R. VALBY

Recording Information: CLERK'S FILE NO. 2007116797  
(including county) (FORT BEND)

Property (including any improvements) Subject to Deed of Trust:  
LOT NINE (9), IN BLOCK THREE (3), OF TEAL RUN, SECTION SIXTEEN (16), A SUBDIVISION IN FORT BEND  
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT NO. 20040104 OF  
THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.



ASSG20100031405595

PREPARED BY AND AFTER RECORDING RETURN TO: BDFTE, LLP  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASBNDOT rpt - (01/14/2010) / Ver-09

Page 1 of 2

**STATE OF TEXAS  
COUNTY OF FORT BEND**

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby  
certify that the foregoing is a true and correct copy as the same appears  
on file and recorded in the appropriate records. Note: A portion of a  
personal identifying number may have been redacted as allowed by law.



*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County, Texas  
August 26, 2013



ASSIGNMENT OF NOTE  
AND DEED OF TRUST

BDFTE No.: 20100031405595  
Investor/Loan Type: FHLMC

WHEREAS, on the date of assignment indicated above, for value received, Holder of the Note and Deed of Trust transferred and assigned each to Assignee, and warranted that the lien was valid against the property in the priority indicated; and

WHEREAS, the Holder of the Note and Deed of Trust and the Assignee desire to evidence and memorialize such transfer and assignment and warranty by this document;

NOW THEREFORE, for value received Holder of the Note and Deed of Trust does hereby evidence and memorialize its transfer and assignment of the Note and Deed of Trust to Assignee on the date of assignment indicated above.

When the context requires, singular nouns and pronouns include the plural.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR  
LENDER AND LENDERS SUCCESSORS AND ASSIGNS

BY: \_\_\_\_\_

ITS: Stephen C. Porter, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Dallas §

Before me, the undersigned Notary Public, on this day personally appeared Stephen C. Porter, who is the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LENDER AND LENDERS SUCCESSORS AND ASSIGNS, a corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

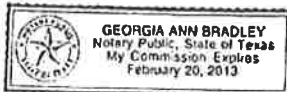
Given under my hand and seal of office this 24 day of March, 2010.

My Commission Expires:

Georgia Ann Bradley  
Notary Public Signature

Georgia Ann Bradley

Printed Name of Notary Public



PREPARED BY AND AFTER RECORDING RETURN TO: BDFTE, LLP  
15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001

ASGNDOT.rpt - (01/14/2010) / Ver-09

Page 2 of 2

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Dianne Wilson  
Dianne Wilson, County Clerk  
Fort Bend County, Texas  
August 26, 2013

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2018 Apr 03 02:15 PM  
JN \$15.00

2010028392

Dianne Wilson COUNTY CLERK  
FT BEND COUNTY TEXAS

**STATE OF TEXAS  
COUNTY OF FORT BEND**

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



*Dianne Wilson*

Dianne Wilson, County Clerk  
Fort Bend County, Texas  
August 26, 2013

*[Signature]*

This space for Recorder's use

## ASSIGNMENT OF DEED OF TRUST



DocID# 72218164389412105

Property Address:  
**24811 PARVIEW CIR**  
**San Antonio, TX 78258**

TXB-ADT 12187015 4/27/2011

Recording Requested By:  
**Bank of America**  
 Prepared By:  
**Cecilia Rodriguez**  
**888-603-9011**  
**450 E. Boundary St.**  
**Chapin, SC 29036**

When recorded mail to:  
**CoreLogic**  
**450 E. Boundary St.**  
**Attn: Release Dept.**  
**Chapin, SC 29036**

MIN #: 1001337-0002657188-8

MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is BAC CORP OWNED ASSET, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **COUNTRYWIDE BANK, F.S.B.**  
 Borrower(s): **RICHARD JOHN KREWAY, AN UNMARRIED MAN**  
 Original Trustee: **G. TOMMY BASTIAN**  
 Date of Deed of Trust: **11/9/2007**  
 Original Loan Amount: **\$1,275,000.00**

Recorded in Bexar County, TX on: 11/13/2007, book N/A, page N/A and instrument number 20070266307

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 4/27/11

**MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC.**

By: Bud Kamyabi  
**Bud Kamyabi, Assistant Secretary**

State of California  
 County of Ventura

On April 27, 2011, before me, Irma Diaz, Notary Public, personally appeared Bud Kamyabi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irma Diaz  
 Notary Public: Irma Diaz (Seal)  
 My Commission Expires: 9/13/2014



Doc# 20110072494  
# Pages 2  
04/28/2011 15:15:17 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 16.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
04/28/2011 15:15:17 PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*

This space for Recorder's use

**ASSIGNMENT OF DEED OF TRUST**

DocID# 2043567668920847

Recording Requested By:  
Bank of America  
Prepared By:  
Diana De Avila  
888-603-9011  
480 E. Boundary St.  
Chapin, SC 29036

When recorded mail to:  
CoreLogic  
456 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036

Property Address:  
8721 Meadow Breeze Ln  
Rosharon, TX 77583-2070

TRID ACT 1771918 3/9/2012

MIN # 102055600080281132

MERS Phone # 888-679-6377

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 8280 JONES BRANCH DR, MCLEAN, VA 22102 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC  
Borrower(s): ZEPHREE A. BRINSON, AN UNMARRIED WOMAN  
Original Trustee: SCOTT R. VALBY  
Date of Deed of Trust: 8/18/2003  
Original Loan Amount: \$112,400.00

Recorded in Brazoria County, TX on: 9/8/2003, book N/A, page N/A and Instrument number 03 056740

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~MAR 12 2012~~

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

By: Bud Kamyabi  
Assistant Secretary



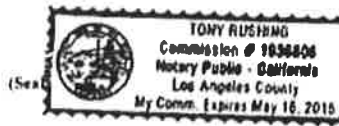
State of California  
County of Ventura

On MAR 12 2012 before me, Tony Rushing, Notary Public, personally  
appeared Mud Kamyabi, who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Tony Rushing  
Notary Public: Tony Rushing  
My Commission Expires: 5-16-15



**e-Recording  
Doc# 2012010862  
# Pages 3  
03/14/2012 08:57:22 AM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 20.00**

*Joyce Hudman*



4/22/11 10118181  
 BK 1 BK 3,295 PG 340  
 DEBOTO COUNTY, MS  
 V.E. DRUG, CH CLERK

This space for Recorder's use

 DocID# 1052360193013636	Recording Requested By: Bank of America Prepared By: Mercedes Judith 888-603-9011 460 E. Boundary St. Chapin, SC 29035	When recorded mail to: CoreLogic 480 E. Boundary St. Attn: Records Dept. Chapin, SC 29035
	Tax ID: 8061038900019100	

Property Address:  
 10064 LOFTIN DRIVE  
 Olive Branch, MS 38664  
 4/22/11 10118181

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assigner") whose address is 9300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34476 does hereby grant, sell, assign, transfer and convey unto, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 481 7TH ST, SW RM-133, WASHINGTON DC 20410 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: TAYLOR, BRAN & WHITAKER MORTGAGE CORP.  
 Borrower(s): CHRISTY CRAFT

Original Trustee: SELECT TITLE AND ESCROW

Date of Deed of Trust: 8/13/2008 Original Loan Amount: \$147,966.00

Recorded in DEBOTO County, MS on 8/14/2008, book 5,975, page 638 and instrument number N/A

Property Legal Description:  
 LOT 151, SECTION D, FAIRHAVEN ESTATES SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 69, PAGES 35 AND 36, IN THE CHANCERY CLERK'S OFFICE OF DEBOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY. THIS PROPERTY IS SITUATED IN SECTIONS 3 AND 3, TOWNSHIP 3 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DEBOTO COUNTY, MISSISSIPPI, HAVING A STREET ADDRESS OF: 10064 LOFTIN DRIVE, OLIVE BRANCH, MS. 38664

Indexing Instructions: Loc(s): 151 Block(s): NA Subdivision: FAIRHAVEN ESTATES Town: OLIVE BRANCH

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

*[Signature]*

MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC.

By: *[Signature]*  
 Bud Kemyabl, Assistant Secretary



CFN # 110015852, OR BK 47885 Page 1029, Page 1 of 1, Recorded 05/02/2011 at 07:20 AM, Broward County Commission, Deputy Clerk RECORD

Recording Requested By:  
Bank of America  
Prepared By: Debbie Nichols  
888-600-9011  
When recorded mail to:  
CoreLogic  
480 E. Boundary St.  
Attn: Release Dept.  
Chapel, SC 29034



DocID: 69013500198013652

Property Address:  
6471 SW 8th St  
Ft. Lauderdale, FL 33303  
File No: 0375531

MIN #: 1000151-0006933793-0 MERL Phone #: 888-679-6337

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCKALA FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVING, LP FKA COUNTRYWIDE HOME LOANS SERVING LP, whose address is 13100 WORLD GATE DR. HERNDON, VA 20176 all beneficial (present and future) interest in the Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all right, power and interest under said Mortgage.

Original Lender: AMERICAN WHOLESALE LENDER  
Original Borrower(s): CLAUDENE D MATTOX, A MARRIED WOMAN, AND VALDECY MATTOX  
Date of Mortgage: 6/20/2006  
Original Loan Amount: \$375,000.00

Recorded in Broward County, FL on: 7/17/2006, book OR 43406, page 84 and instrument number 104363021

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

4/25/11  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Bud Kamyski  
Bud Kamyski  
Assistant Secretary

By: [Signature]  
Lola Kuitan  
Assistant Secretary

[Signature]  
Witness: Cynthia Santos

[Signature]  
Witness: Beverly Brooks

State of California  
County of Ventura

On April 27, 2011 before me, Irma Diaz, Notary Public, personally appeared Bud Kamyski and Lola Kuitan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public: Irma Diaz  
My Commission Expires: 9/13/2014 (8m)



CPN # 110015881, OR BK 47885 Page 1102, Page 1 of 1, Recorded 05/02/2011 at 07:21 AM, Broward County Commission, Deputy Clerk RECORD

Recording Requested By:  
Bank of America  
Prepared By: Debbie Nicklas  
586-493-9511  
When recorded mail to:  
CoralGate  
450 E. Boundary St.  
Attn: Release Dept.  
Chapel, SC 29036



DocID# 19114494350485346

Property Address:  
1536 NW 61 ST #308  
Coral Creek, FL 33073  
FL-AM 11/14/13

This form is recorded on:

MIN #: 100013748052213951 MEAS Phone #: 888-479-6371

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Odessa, FL 34654 does hereby, grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON/FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 100-31 whose address is 101 WALL STREET 4W, NEW YORK, NY 10285

All beneficial interest under that certain Mortgage described below together with the right(s) and obligations therein described and the money due and to become due (principal with interest) and all rights accreted or to accrue under said Mortgage

Original Lender: AMERICA'S WHOLESALE LENDER  
Original Borrower(s): CRIS SHEILA A PANALIGAN, A SINGLE WOMAN  
Date of Mortgage: 10/15/2004  
Original Loan Amount: \$145,724.00

Recorded in Broward County, FL on: 11/20/2004, book OR 43141, page 1841 and instrument number 100411488

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

4/23/14  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Bud Kamyski  
Bud Kamyski  
Assistant Secretary

By: Luis Rolben  
Luis Rolben  
Assistant Secretary

Witness: Cynthia Smith  
Witness: Cynthia Smith

Witness: Becky Brooks  
Witness: Becky Brooks

State of California  
County of Ventura

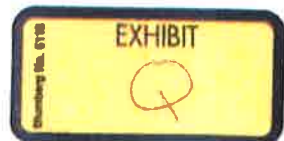
On April 27, 2011, before me, Irma Diaz, Notary Public, personally appeared Bud Kamyski and Luis Rolben, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irma Diaz  
Notary Public: Irma Diaz  
My Commission Expires: 9/13/2014

(Seal)





CPN # 310015999, OR BK 47885 Page 1271, Page 1 of 1, Recorded 05/02/2011 at 09:25 AM, Broward County Commission, Deputy Clerk SRECORD

Recording Requested By:  
Bank of America  
Prepared By: Debbie Nielsen  
888-463-9011

When recorded mail to:  
Core Logic  
480 E. Boundary St.  
Athol Flomax Bldg.  
Chapel, SC 29616



DocID# 1378250913416085

Property Address:  
3704 PADDOCK ROAD  
Weston, FL 33331  
FLS.AM 1773803

4062811

This space for Recorder's use

MIN #: 1000157-000188131E-1

MEAS Phone #: 888-679-4377

### ASSIGNMENT OF MORTGAGE

THEY, the undersigned, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3308 E. W. 34th Avenue, Suite 101, Ocala, FL 32674 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON/FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF COUNTRYWIDE, CML MORTGAGE PASS-THROUGH TRUST 2004-044, MORTGAGE PASS-THROUGH CERTIFICATE, SERIES 2004-044 whose address is 161 WALL STREET 4W, NEW YORK, NY 10288 all beneficial interest under certain mortgage described below together with the notes and obligations thereon described and the money due and to become due thereon with interest and all rights accretion to same under said Mortgage.

Original Lender: COUNTRYWIDE HOME LOANS, INC.  
Original Borrower(s): TUSHAR PATEL, A MARRIED MAN, JOINED BY HIS WIFE BRIJANA SWANSON PATEL

Date of Mortgage: 1/24/2006  
Original Loan Amount: \$1,400,000.00

Recorded in Broward County, FL on: 3/1/2006, book OR 41574, page 161 and instrument number 186743618

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

4/23/11  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Bud Kamayshi  
Bud Kamayshi  
Assistant Secretary

By: Lulu Holden  
Lulu Holden  
Assistant Secretary

Witness: Cynthia Santos  
Witness: Cynthia Santos  
State of California  
County of Ventura

Witness: Beverly Brooks  
Witness: Beverly Brooks

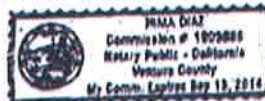
On 4/23/2011 before me, Irma Diaz, Notary Public, personally appeared Bud Kamayshi and Lulu Holden, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irma Diaz  
Notary Public: Irma Diaz  
My Commission Expires: 9/13/2014

(Seal)



Exhibiting No. 8778

EXHIBIT

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